



Charles Smith, Executive Commissioner

**Request for Applications (RFA)
For
Alternatives to Abortion
RFA No. HHS0000502**

**Date of Release: January 3, 2018
Responses Due: February 1, 2018, 2:00 p.m. Central Time**

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EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Alternatives to Abortion program (A2A) is a statewide program promoting childbirth and providing support services to pregnant women and adoptive parents. For the 2018-2019 biennium, the A2A program was appropriated \$18,300,000 and was authorized to expend an additional \$20,000,000 if HHSC determined there is additional need based on gaps in the current program structure.

HHSC identified additional need and several key opportunities to expand services, increase the effectiveness of the A2A program, and improve the lives of A2A clients and their children.

In this RFA, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, A2A programs for the State of Texas.

To be considered for award, Respondents must execute the **Affirmations and Solicitation Acceptance, Exhibit A**, and the **Federal Assurances - Non-construction Programs, Exhibit B** of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

1.2 DEFINITIONS

Refer to **HHSC Grantee Uniform Terms and Conditions, Exhibit C**, and the **HHSC Special Conditions, Exhibit D**, for additional definitions. Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Addendum" means a written clarification or revision to this Solicitation issued by the System Agency.

"Affiliate" means an individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.

"Apparent Awardee" means an organization that has been selected to receive a grant award through response to this RFA but has not yet executed a grant agreement or contract. May also be referred to as "Apparent Grant Recipient" or "Apparent Grantee."

"Applicant" means any individual or entity that submits an application under this RFA.

"Application" means the documents submitted in response to this RFA.

"Client" means a member of the target population to be served by the Respondent's organization. A client is eligible to receive services through A2A if the person:

- (1) is pregnant; is the biological father of an unborn child; the biological parent of a child 36 months old or younger; is the adoptive parents; or is a program participant who experienced the loss of a child;
- (2) has countable income that does not exceed 200 percent of the federal poverty level;
- (3) is a United States citizen, a United States national, or an alien who qualifies under 1 Texas Administrative Code §366.513; and
- (4) resides in Texas.

"Elective Abortion" means the intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, put the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which the fetus has a life-threatening physical condition that, in reasonable medical judgement, regardless of the provision of life saving treatment, is incompatible with life outside the womb.

"Family Planning Services" means educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services may include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.

"Federal Poverty Level" or "FPL" means the set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"Health Service Region" or "HSR" means counties grouped within specific geographic areas for administrative purposes.

"Healthy Texas Women program" or "HTW program" means a state funded program administered by HHSC to provide eligible uninsured women with Women's Health Services and Family Planning Services

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"In-reach" means activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are receiving, but may not be eligible to receive in the A2A program.

"Key Personnel" means a Respondent organization's Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders in the Proposed Project.

"Medicaid" means Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

"Outreach" means activities that are conducted with the purpose of informing and educating the county about available A2A program Services and increasing the number of clients served through A2A program.

"Priority Population" means the target population to be served through the A2A program.

"Project" means the work and activities for which grant funding is awarded and information is provided as part of the response to this Solicitation. During the open application period and before selection of grant recipients are made, the Project will be known as the Proposed Project.

"Promote Elective Abortions" means advancing, advocating, or popularizing Elective Abortions.

"Provider" means a person who provides A2A services in a clinical setting. May also be referred to as contractors.

"Respondent" means the entity responding to this Solicitation. May also be referred to as "Applicant."

"Solicitation" means this Request for Applications including any Exhibits and Addenda, if any.

"State" means the State of Texas and its instrumentalities, including HHSC, the System Agency and any other state agency, its officers, employees, or authorized agents.

"State Fiscal Year" means the twelve-month period beginning September 1st and ending August 31st.

"Subrecipient or sub grantee" means a non-Federal entity that receives a sub award from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

"Successful Respondent" means an organization that receives a grant award as a result of this RFA. May also be referred to as "Grantee," "Awarded Applicant," "Successful Applicant," or "Grant Recipient."

"System Agency" means the Texas Health and Human Services Commission, its officers, employees or authorized agents.

"Uninsured" means not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.

"Women's Health Services" means preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

1.3 AUTHORITY

The System Agency is requesting applications under Chapter 531 of the Texas Government Code and Article II, Health and Human Services Commission, Rider 222 of SB 1, 85th Regular Legislative Session.

ARTICLE 2. SCOPE OF GRANT AWARD

2.1 PROGRAM BACKGROUND AND PURPOSE

The A2A program was created by the 2006-2007 General Appropriations Act, S.B. 1, 79th Legislature, Regular Session, 2005 (Article II, Special Provisions Relating to all Health and Human Services Agencies, Section 50). A2A is a statewide program promoting childbirth and providing support services to pregnant women and adoptive parents. A2A is designed to:

- reduce abortions and improve pregnancy outcomes by helping women practice sound health-related behaviors and improve prenatal nutrition;
- improve child health and development by helping parents provide responsible and competent care for their children; and
- improve families' economic self-sufficiency by helping parents continue their education and find a job.

A2A programs are delivered through Grantees and their contracted providers, including adoption agencies, residential care facilities for pregnant women, pregnancy centers, and social service providers. A2A services are available to any pregnant woman or adoptive parent seeking services from a contracted service provider. The A2A program provides:

- Counseling, referral, and pregnancy information through a hotline and website
- Mentoring
- Information regarding pregnancy and parenting (brochures, pamphlets, books, classes, and counseling)
- Support groups in maternity homes
- Referrals to county and social service programs such as childcare, transportation, housing, and state and federal benefit programs
- Classes on life skills, budgeting, parenting, stress management and obtaining a General Education Development (GED) certificate
- Material items such as car seats, maternity clothes, infant diapers, and formula

Beginning in March 2018, the A2A program services will be expanded. With HHSC's focus on continuity of care for healthy birth outcomes for women and children, A2A contractors play a vital role in connecting pregnant women to services. A2A contractors must connect pregnant women, new mothers, and their children to health and human services programs. These programs include but are not limited to Medicaid, Children's Health Insurance Program (CHIP), Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Family (TANF), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Early Childhood Intervention (ECI), and Nurse-Family Partnership. Connecting pregnant women and new mothers to health care services improves pregnancy outcomes, family stability, and self-sufficiency by helping women access health and nutrition services linked to pregnancy outcomes.^{1 2} Expanded services include providing women with pregnancy care case management, additional training,

¹ K.E. Debiec, K.J. Paul, C.M. Mitchell, & J.E. Hitti. Inadequate prenatal care and risk of preterm delivery among adolescents: a retrospective study over 10 years. *American Journal of Obstetrics and Gynecology*, 2010, 203(2), 122.e1-122.e6.

² S.L. Charmichael, W. Yang, A. Herring, B. Abrams, & G.M. Shaw. Maternal food insecurity is associated with increased risk of certain birth defects. *The Journal of Nutrition*, 2007, 137(9), 2087-2092.

parenting resources, and support necessary to care for themselves and their children, and increasing the services until a child's third birthday.

Adding pregnancy care case management to the A2A program improves access to prenatal care, leads to early identification of pregnancy risk factors, and helps women access vital health and human services programs. A2A contractors will focus on connecting pregnant women and families to county health workers and medical services through HHSC programs.

The A2A program will expand services through a child's third birthday. Services are available for up to 3 years post-partum; for 90 calendar days after miscarriage or loss of a child (counseling, referrals, and other relevant services); and to adoptive parents for up to 2 years post-adoption finalization, regardless of the age of the child.

Expanded eligibility provides women additional training, parenting resources, and support necessary to care for themselves and their children. Further expansion of services until a child's third birthday will increase opportunities to make a meaningful impact on the health and safety of families participating in the program.

A2A clients are usually in need of job or skills training to help secure high-quality gainful employment. Ensuring clients have gainful employment will lead to greater self-sufficiency and lower reliance on health and human service programs across the lifespan. By adding job training, job placement, and GED classes or referrals to the Texas Workforce Commission (TWC) or other skills development programs, eligible clients will gain skills necessary to qualify for higher-paid positions.

The table below is an estimate of the number of pregnant women at or below 200% of the Federal Poverty Level (FPL) by HHSC region. It provides an estimate of the need for services statewide.

HHSC Region	Estimated Number of Income-Eligible Pregnant Women At/Below 200% of FPL (SFY 2017) *	Percent of Statewide Total
1 High Plains	7,618	3.37
2 Northwest Texas	4,315	1.91
3 Metroplex	54,971	24.32
4 Upper East Texas	9,089	4.02
5 Southeast Texas	6,464	2.86
6 Gulf Coast	51,767	22.91
7 Central Texas	27,363	12.11
8 Upper South Texas	22,909	10.14
9 West Texas	4,903	2.17
10 Upper Rio Grande	9,399	4.16
11 Lower South Texas	27,189	12.03
Statewide Total	225,987	100

2.2 GRANT AWARD AND TERM

2.2.1 Available Funding

For the 2018-2019 biennium, the A2A program was appropriated \$18,300,000 and was authorized to expend an additional \$20,000,000. HHSC has identified that \$3,000,000 of this award will be funded with TANF funds, CFDA #93.558. Grantees will have a subrecipient relationship with HHSC.

HHSC identified additional need and several key opportunities to expand services, increase the effectiveness of the A2A program, and improve the lives of A2A clients and their children.

HHSC intends to make up to 5 Grant Awards with the appropriated funding. Large requests for state funding may not be fully funded in order to ensure that funds are available for the broadest possible array of counties and programs.

Grants awarded as a result of this RFA will be funded on a cost reimbursement basis. Under the cost reimbursement method of funding, grant recipients are required to finance operations with their own working capital with grant payments made by HHSC to reimburse the grant recipients for actual cash disbursements to be supported by adequate documentation.

Upon execution of contracts resulting from this RFA, HHSC may disperse an initial payment of no more than five percent of the total award.

2.2.2 Grant Term

The grant funding period for this grant will begin approximately in March 15, 2018 and ends August 31, 2019. HHSC reserves the option to amend the resulting grant agreement to add up to two additional two year terms if continued funding is made available.

Reimbursement will only be made for those allowable expenses that occur within the term of the grant. No pre-award spending will be allowed.

This period is subject to change and will be determined by HHSC for Successful Applicants through the negotiation process.

Successful Applicants will be notified of their selection to receive a grant. Per Section 4.5, Negotiation and Award of this RFA, HHSC may enter into negotiations with Successful Applicants to determine award periods, final award amounts, and contract terms to execute contracts.

2.3 ELIGIBLE APPLICANTS

In order to be awarded a contract as a result of this RFA, a Respondent must:

- Be a nonprofit entity;

- Have a minimum of one (1) year of operational experience in either providing core program services or managing a network of Service Providers;
- Have as a fundamental part of their mission a commitment to promoting childbirth; and
- Have a clinic, or a network of clinics to offer core program services that are located in Texas and have a Texas business address.

An Applicant may not:

- Perform or Promote Elective Abortions; or
- Be an Affiliate of any entity or individual that performs or promotes elective abortions;

Applicants must meet these requirements throughout the entirety of the application process and, if chosen for grant award, must continue to meet them through the entirety of the grant funding period.

2.4 PROGRAM REQUIREMENTS

To meet the mission and objectives of A2A program, Respondents must submit a Project Work Plan describing how their program meets the State requirements listed in this RFA.

2.5 SCOPE

Client Services to be provided as part of the Proposed Project must include the following services:

- Counseling, mentoring and information on pregnancy
- Case management for prenatal services including connecting clients to health programs
- Call center/hotline to schedule appointments and provide information
- Counseling, mentoring and information on parenting
- Educational materials and information regarding pregnancy and parenting (brochures, pamphlets, books and electronic tools)
- Referrals to county and social service programs such as childcare, transportation, housing, and state and federal benefit programs
- Classes on life skills, budgeting, parenting, and stress management
- Material items such as car seats, cribs, maternity clothes, infant diapers, and formula

Client Services to be provided as part of the Proposed Project may include the following services:

- Support groups in maternity homes
- Classes for job training, job placement, and obtaining a General Education Development (GED) certificate

Program operation services must include, but are not limited to, administrative and program support services that are necessary for the efficient and accountable operation of A2A. The Applicant(s) may designate regional area(s) or propose to provide administrative services statewide for the program to function effectively and efficiently.

2.5.1 Network of Service Providers

The Applicant shall develop and maintain a network of eligible county-based client service providers. Service providers at a minimum must:

- A.** Hold nonprofit status;
- B.** Have a minimum of one (1) year of operational experience providing some core program services;
- C.** Have an understanding the HHSC programs available to pregnant women and their children and be able to connect clients to healthcare services;
- D.** Have as a fundamental part of the mission a commitment to promoting childbirth;
- E.** Have adequate accessible space to ensure private and confidential client assessment and counseling;
- F.** Not charge fees for services; and
- G.** Have a documented process for client intake, satisfaction, and complaints.

Providers must deliver client services as specified in Section 2.1 within the health and human services regional area(s) designated by the Applicant, or statewide with the goal being to maximize access to these services. A map showing regional boundaries can be viewed at the following link:

<https://hhs.texas.gov/about-hhs/find-us>

An Applicant must screen and enroll service providers necessary to maintain a qualified service delivery network. An Applicant shall ensure all service provider staff are fully oriented and trained prior to their participation in the program. An Applicant must provide ongoing training and oversight of direct service providers to ensure compliance with program requirements.

2.5.2 Statewide Coverage and Underserved Counties

The Applicant must describe all the counties that will be covered and specific benchmarks, including timeframes, for providing direct services in each county to ensure sufficient coverage for the potential need. Coverage can be provided through a direct service provider's main office or satellite office.

2.5.3 Provide Orientation and Training

The Applicant shall ensure that all service providers and the Applicant's staff performing duties under any Contract resulting from this RFA are fully oriented to the program prior to providing services. Orientation must include at a minimum, the following:

- A.** Meeting all requirements, procedures, policies, record keeping, and documentation requirements of the Program;
- B.** Meeting all obligations or restrictions associated with program participation and acceptance of public funds;
- C.** Maintaining nondiscrimination policies, privacy policies and practices consistent with, as applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other applicable laws;
- D.** Compliance with applicable obligations or restrictions associated with program participation and acceptance of public funds including Charitable Choice Provisions Applicable to the Temporary Assistance for Needy Families Program (45 CFR Part 260, RIN 0970-AC12 of the Department of Health and Human Services Administration for Children and Families) website located at: <https://yourtexasbenefits.hhsc.texas.gov/programs/tanf>
- E.** Detailed information including eligibility criteria for the following health and human services programs:
 - i. Medicaid for Pregnant Women;
 - ii. Children's Health Insurance Program (CHIP);
 - iii. Supplemental Nutrition Assistance Program (SNAP);
 - iv. TANF
 - v. Special Supplemental Nutrition Program for Women, Infants, and Children (WIC);
 - vi. ECI;
 - vii. Nurse-Family Partnership (NFP);
 - viii. Healthy Texas Women (HTW);
 - ix. Primary Health Care (PHC);
 - x. Title V: Child Health and Dental;
 - xi. Title V Prenatal; and
 - xii. Healthy Marriage Program

The Applicant must use results of provider monitoring and other available information to analyze the need for ongoing or additional training to individual or groups of providers. Orientation curriculum is subject to the review and approval of HHSC.

2.5.4 Program Monitoring

- A.** The Applicant shall be responsible for monitoring the functioning of the program and the quality of all client services provided. This shall include the development and implementation of a process and schedule for monitoring the performance and cost effectiveness of all Providers in the network.

- B. The Applicant shall take corrective action at any time the program encounters operational difficulties or the Applicant's staff or Providers fail to follow contractual or legal requirements or program policies or procedures.
- C. Applicant shall provide HHSC evidence of corrective action by contractor and/or Service Providers, including repayment of funds as applicable, upon request.

2.5.5 Program Database

The Applicant shall maintain a secure database for all program activities including, but not limited to the Clients served, Services delivered directly to Clients, and related costs by sub grantee.

- A. The information to be included in the Program Database must include, at a minimum, the elements required to be reported on and be in compliance in a manner prescribed by HHSC.
- B. All Clients shall be assigned a unique identifier. The Client's social security number, protected health information, or other personally identifiable information shall not be used as an identifier.

2.6 APPLICANT BACKGROUND AND PROJECT WORK PLAN

The Applicant shall develop and present with its Application an Applicant Background narrative and a proposed Project Work Plan, which include information on the Applicant and specific benchmarks with associated timeframes.

The Applicant Background is detailed in **Forms G to G-2** and the Project Work Plan is comprised of **Forms H to K-1** of this RFA. The Project Work Plan must include but is not limited to, Applicants planned approach to accomplishing the following:

- A. Development of a network of service providers that will provide coverage throughout the Applicant's designated region(s) or statewide, preferably in every county;
- B. Ensuring sufficient direct service coverage based on need in any given service area;
- C. Providing initial and ongoing training to and maintenance of the provider network;
- D. Maintaining a separation of responsibilities provided under this SOW to ensure provided services are independent of other services or missions of the Applicant and network service providers;
- E. Management and Financial Management of the network of service providers; and
- F. Oversight of service providers to ensure the quality of the services provided and compliance with requirements of the program.

Client Services

Client services are intended to provide viable and effective alternatives to abortion for clients across the state that are pregnant and unsure of whether to have the child. Client services are also intended to provide services to adoptive parents and to current program participants who experience the loss of a child.

Client services shall be provided:

- A.** For up to three (3) years post-partum;
- B.** For ninety (90) calendar days after miscarriage or loss of a child (counseling, referrals and other relevant services); and
- C.** To adoptive parents up to two (2) years post adoption finalization, regardless of the age of the child.

Client services must be provided directly to clients in their counties. Services should be provided on an individual basis, but they may be provided in a group setting.

Services must include but are not limited to:

2.6.1 Mentoring and Case Management

The Applicant must deliver or ensure the delivery of evidence-based mentoring and case management to each client by a qualified case manager, who has at least a Bachelor's Degree in a related social services field or is a Registered Nurse or County Health Worker. Mentoring and case management must relate to pregnancy, health and human services programs and enrollment, and/or parenting that meets or exceeds the following minimal criteria:

- A.** Provides structured, one-to-one relationship or partnership that focuses on the needs of the mentored client (including home visits);
- B.** Fosters caring and supportive relationships that include family group decision-making efforts that promote childbirth;
- C.** Encourages individuals to develop to their fullest potential by improving coping strategies and life skills;
- D.** Provides guidance and assistance to clients to develop vision for the future; and
- E.** Provides comprehensive, integrated, and timely referral to government assistance programs and county support networks that provide assistance to families before and after childbirth and promote the child's safety and well-being. This assistance may include, but is not limited to, referrals and application assistance for:
 - i. Medicaid;
 - ii. CHIP;
 - iii. TANF;
 - iv. SNAP;
 - v. WIC;
 - vi. ECI
 - vii. HTW;

- viii. Title V: Child Health and Dental Program;
- ix. Title V: Prenatal and Dental Program;
- x. PHC;
- xi. Family Violence Program (FVP);
- xii. Medical Transportation Program (MTP);
- xiii. Child support agencies;
- xiv. Agencies that provide assistance with domestic violence;
- xv. Other assistance programs available through the HHSC County Partner Program; and
- xvi. County groups for support in meeting supplementary longer-term needs related to food, clothing, health, legal assistance transportation, or housing assistance.

Please describe in the Project Work Plan, **Form H**, the Applicant's plan for providing or causing to be provided mentoring and case management services.

2.6.2. Non-Medical Goods and Services

The Applicant or its contractor must arrange, at no cost to the client, non-medical goods and services that meet the immediate or short-term needs of the participant and that directly support or promote childbirth. Non-medical goods and services include, but are not limited to:

- 1. Goods or services that meet short-term basic needs related to food, clothing and transportation; and
- 2. Cribs, car seats, maternity and baby clothes, formula, baby food, and diapers that meet the then current safety standards for use.

While services performed with this Grant funding are social services and not medical services, an Applicant is not precluded from offering medical services at the same location as the social services are offered. Medical Services can include but are not limited to separately funded Medicaid and CHIP Services.

Please describe in the Project Work Plan, **Form H**, the Applicant's plan for providing or causing to be provided Non-Medical Goods and Services.

2.6.3. Classes

Classes must be provided by Applicant or Applicant's contractor directly to biological mothers, biological fathers, and adoptive parents. Classes may include, but are not limited to:

- A.** Child development;
- B.** Adoption education;
- C.** Babyproofing the home;
- D.** Budgeting for the family;
- E.** Car seat training;
- F.** Child vaccinations;
- G.** Childbirth;
- H.** Daycare;
- I.** Infant CPR;

- J.** Newborn care;
- K.** Postpartum depression;
- L.** Smoking cessation;
- M.** Prenatal nutrition;
- N.** Postpartum nutrition;
- O.** Prenatal exercise;
- P.** Infant/child nutrition;
- Q.** Alcohol;
- R.** Postpartum care;
- S.** Safe sleep for babies; and
- T.** Stress management.

Please describe in Project Work Plan, **Form H**, which classes Applicant plans to offer or cause to be offered, along with where, when, how often, and how Applicant intends to monitor attendance and curriculum of those classes.

2.6.4. Employment Assistance and Professional Development

Grantees are encouraged to provide, where appropriate, employment assistance and professional development to biological mothers, biological fathers, and adoptive parents. Grantees must counsel and encourage each client to follow through with personal life goals and objectives as they relate to enhanced self-sufficiency and improved care for themselves and their children. Employment assistance and professional development may include, but are not limited to:

- A.** Referrals to the Texas Workforce Commission (TWC);
- B.** General Education Development (GED) certificate classes;
- C.** Assistance obtaining a driver's license;
- D.** Job training;
- E.** Resume writing assistance;
- F.** Job placement;
- G.** Learning budget skills and money management;
- H.** Assistance with school registration; and
- I.** Employment application assistance.

Please describe in the Project Work Plan, **Form H**, the Applicant's plan for providing or causing to be provided Employment Assistance and Professional Development.

2.6.5. Housing

Grantees or contractors may provide maternal housing for the duration of a client's pregnancy and ninety (90) days post-partum. Maternal home services may include, but are not limited to:

- A.** Shelter;
- B.** Food;
- C.** Clothing;
- D.** Safety; and

- E. Transportation to prenatal care, other medical appointments, classes, and access to HHSC programs.

Please describe in the Project Work Plan, **Form H**, if Applicant plans to provide Housing for clients and if so, Applicant's comprehensive plan for doing so.

2.6.6 Communication and Outreach

The Applicant must develop and implement communication and outreach strategies to make the public aware of the program, services provided, and how to access services. The Applicant shall submit a Communication and Outreach Strategy Plan as described in **Form I**. All communication and outreach activities must be conducted in accordance with the approved plan.

Communication and outreach activities may include, but are not limited to the following:

- A. Developing and maintaining a program specific website. The website and all content and information provided therein must be approved in writing by HHSC. At no time shall the website contain any content or information not approved in writing by HHSC. The website must be fully operational within 90 days after contract execution. Upon termination of the contract, the Applicant must transfer the website domain to HHSC.
- B. Procuring informational or educational materials used in the direct delivery of services to clients. All materials to be used as part of the program shall be approved in writing by HHSC prior to distribution to providers or clients.
 - i. All materials developed or used by the Applicant as part of a contract resulting from this RFA are the property of HHSC;
 - ii. Applicant must ensure that all informational or educational materials are available, at a minimum, in both English and Spanish;
 - iii. Applicant must ensure materials available to clients with limited English proficiency are available in languages other than English based on the individual need of the client;
 - iv. Applicant must provide at each location where clients receive services the Women's Right to Know booklet; and
 - v. Applicant must provide, at each location where clients receive services, materials on Medicaid, CHIP, SNAP, TANF, WIC, ECI, HTW, FVP, PHC, Title V: Child Health and Dental, Title V: Prenatal and Dental, and the Healthy Marriage Program.

Use of social media is not currently allowed. However, HHSC may consider adopting use of social media in the future.

2.6.7 Clinic Site Readiness

Applicant must complete a Clinic Site Readiness Checklist, **Form J**, assessment for each clinic site that will provide A2A services funded through this RFA.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical, administrative and client functions;
- C. HHSC Health Care Service Programs Information;
- D. Secure storage of records, medical supplies, and client data;
- E. Accessibility;
- F. Convenient location and hours;
- G. Clean exam rooms;
- H. Interpreter policies;
- I. Financial management systems;
- J. Emergency policies; and
- K. CLIA certification

Applicant must also provide the requisite "Program Clinic Sites and Hours" information contained on **Form J-1** for each clinic that will provide A2A services funded through this RFA.

2.6.8 Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide A2A services and meet the required program components. Applicant must provide a comprehensive Staff Development Plan, **Form K**, which addresses the following:

- A.** Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B.** Identification of specific training for eligibility and billing staff;
- C.** A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D.** A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide A2A services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements, **Form K-1**.

- i.** At least one training for frontline staff on A2A program objectives, program eligibility, and A2A services to ensure clear communication to clients and presumptively eligible clients on HHSC healthcare programs; and
- ii.** Training twice a year to staff on A2A eligibility screening and A2A program application procedures.

2.6.9 Decision Support Services

Properly qualified client services providers must document and provide, at a minimum the following decision support services that actively promote childbirth:

- A.** Evidence-based information regarding pregnancy, fetal development, childbirth, childcare and parenting;
- B.** Evidence-based information regarding general health and health care; and
- C.** Evidence-based information regarding adoption services, programs and related options.

Please describe in the Project Work Plan, **Form H**, the qualifications of program client service providers and if a volunteer screening tool or training program is used.

2.7 REPORTING REQUIREMENTS

2.7.1 Monthly Reports

On a monthly basis, the Applicant shall provide to HHSC in a manner prescribed by HHSC a written Program Report detailing the operations of the program for the preceding month overall and by contractor. At a minimum, the Program Report shall include the following client demographics, services provided, and financial information.

- A.** Clients Served (de-identified individual level data);
 - i.** Marital Status
 - ii.** Client Type
 - iii.** Public health region or county of residence
 - iv.** Age at first-time client
 - v.** Gestational age at enrollment
 - vi.** Ethnicity
 - vii.** Number of current children
 - viii.** Client Service Utilization
- B.** Services Provided (aggregated data);
 - i.** Medical Care
 - i. Number of women referred for medical services/ care
 - ii. Number of women who become pregnant again before eligibility ends
 - ii.** Prenatal Care
 - i. Number of women who received prenatal care
 - ii. Number of women who entered prenatal care during first, second, or third trimester
 - iii. Number of women referred to prenatal care
 - iv. Number of women who delivered preterm, if known
 - v. Number of women who delivered low birthweight babies, if known
 - iii.** Nutrition Services
 - i. Number of women who received nutrition services
 - ii. Number of women referred to nutrition services

- iv. Adoption Services**
 - i. Number of parents who received adoption services
 - ii. Number of babies placed for adoption (maternal homes)
 - iii. Number of women referred to adoption services
- v. Education and Employment Services**
 - i. Number of women who received education and employment services
 - ii. Number of women referred to education and employment services
 - iii. Number of women who completed high school or received their GED
 - iv. Number of women who complete post-secondary education, vocational training
 - v. Number of men who received education and employment services
 - vi. Number of men referred to education and employment services
 - vii. Number of men who completed high school or received their GED
 - viii. Number of men who complete post-secondary education, vocational training.
- vi. Parenting Education and Support Services**
 - i. Number of women who received parenting education and support services
 - ii. Number of parenting education and support services provided (how many classes conducted, how many in attendance, and name of class)
 - iii. Number of women referred to parenting services
 - iv. Number of men who received parenting education and support services
 - v. Number of men referred to parenting services
- vii. Referrals to Health and Human Services Programs**
 - i. Number of women who received referrals to health and human services programs (by program and by woman)
 - ii. Number of men who received referrals to health and human services programs (by program and by man)
 - iii. Number of women who were enrolled into health and human services programs (by program and by woman)
 - iv. Number of men who were enrolled into health and human services programs (by program and by man)

Grantees must submit the monthly expenditure report 20 days after the last day of the previous month. The report includes expenses to be reimbursed from state funds for a particular month's reporting period. Expenditures reported must be supported by documentation listed above.

C. Financial Information

- i.** Fund allocation methodologies
- ii.** Average costs for covered benefits
- iii.** Average cost-per-client
- iv.** Inventories

D. List of current contractors (name, address, phone number, contractor primary point of contact name, and contractor primary point of contract email and phone number) and the services that are provided at each contractor site;

E. Work to be initiated during the next month;

F. Issues requiring HHSC attention which include, but are not limited to:

- i. Any problems that may delay performance;
 - ii. Proposed corrective action, as well as any failure of Grantee to perform, any delay of Grantee in performing; and
 - iii. Any inadequacy in the performance of Grantee of any Grantee obligation.
- G. Monitoring efforts employed which include, but not limited to:
 - i. The results of the monitoring;
 - ii. Any findings regarding performance of client service providers;
 - iii. Any training needs identified and resulting actions; and
 - iv. Any corrective action taken and the resolution of any issues.

Additional requirements clarifications and report items may be added by HHSC as information needs change.

2.7.2 Annual Reports

Grantees must adhere to the following annual reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Grantees will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in the Project Work Plan. Selected Grantees will be required to report on whether they attained the goals and objectives they identified on Form J on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30
2. Quality Assurance/Quality Improvement	Annually	On or before September 30
3. Professional Development	Annually	On or before September 30
4. Recruitment	Annually	On or before September 30
5. Referrals to HHSC health and human services programs	Annually	On or before September 30

Grantees will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
6. Description of Staff Development Activities.	Annually	On or before September 30

Grantees will be required to report on county education and outreach activities by providing a Communication and Outreach Calendar in accordance with requirements set forth in **Form I**, the to be submitted labeled as **Form I-1, “Communication and Education Outreach Calendar”**. Selected Grantees are required to report on activities included in their Communication and Outreach Calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

2.8 EXPENDITURE PROPOSAL

Applicant must demonstrate project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.

In accordance with the requirements as defined **Forms L and M**, Applicant must develop an administrative costs budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant’s organization and is not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation; and costs of operating and maintaining facilities. A di minimis rate of 10% is available to applicants.

Direct client services costs must comprise at least 90% of total award and these services include the items described in the 2.6 Project Work Plan.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

2.8.1 Payment and Invoicing

The payment structure of this contract will be a combination of administrative costs and direct client services costs based on Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200:

[C.F.R. Title 2, Subtitle A, Chapter II-Part 200](#)

A2A Grantees will seek reimbursement for project costs by submitting monthly invoices for expenses outlined in the costs budget approved by HHSC. A2A funds will be reimbursed to Grantees for expenses that are incurred during the contract term.

Reimbursement must be requested by using a purchase invoice and providing supporting documentation. Invoices and supporting documentation must be submitted monthly, within 20 days following the end of the month in which the costs were incurred. Applicant will be paid on a combined administrative costs and direct client services cost basis.

Administrative costs must not exceed 10% of total award. Direct client services costs must comprise at least 90% of total award.

Below is the example of Administrative Costs and Direct Client Service Cost categories:

Administrative Costs	Direct Client Services Costs
Personnel (Salaries and Fringe Benefits)	Case Management (Home visits, application assistance, referrals, continuity of care, etc. breakdown)
Travel (Include location, dates, people travelling, lodging cost, transportation cost, and meal breakdown)	Parenting Education/Support Services (classes and materials breakdown)
Equipment (Rent/Lease/Purchase)	Employment Assistance and Professional Development (Referrals and direct assistance breakdown)
Supplies	Housing (inclusive of lodging, food, clothing, transportation, etc.)
Indirect Costs	Client materials (diapers, wipes, cribs, car seats, etc.)

2.8.2 Funding Request and Clients Served

On **Form N**, an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and

conducting activities that enhance the clinical outcomes of A2A Direct Client Services Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

2.9 PERFORMANCE MEASURES

HHSC will monitor the performance of contracts awarded under this RFA. Monitoring will be conducted for fiscal, programmatic, and administrative components of the Contract. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with HHSC contract and program requirements and the HHS Uniform Terms and Conditions.

Acceptable quality level will be the standards provided in this Section 2, Applicants accepted offer, or the final negotiated standard whichever is most advantageous to the client or HHSC. HHSC reserves the right to impose remedies that will be included in the contract resulting from this RFA. Remedies that HHSC may impose include, but are not limited to:

- A.** Written corrective action plans;
- B.** Additional reporting;
- C.** Withholding/offsetting payments; and
- D.** Termination or suspension of the contract.

Performance measures and the associated remedies will be negotiated and approved by HHSC based on the response presented by Applicant and any negotiated standard.

2.10 PROHIBITIONS

Grant funds may not be used to support the following services, activities, and costs:

- A.** Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- B.** Lobbying;
- C.** Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- D.** Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
- E.** Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- F.** Admission fees or tickets to any amusement park, recreational activity or sporting event;
- G.** Promotional gifts;
- H.** Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
- I.** Membership dues for individuals;
- J.** Any expense or service that is readily available at no cost to the grant project;
- K.** Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- L.** Fundraising;

- M. Any other prohibition imposed by federal, state, or local law; and
- N. The acquisition or construction of facilities.

2.11 STANDARDS

Grantees must comply with the requirements applicable to this funding source cited in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200); the Uniform Grant Management Standards (UGMS), and all statutes, requirements, and guidelines applicable to this funding.

Grantees are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: [HTTP://WWW.HHS.STATE.TX.US/ABOUTHHS/CIVILRIGHTS.SHTML](http://www.hhs.state.tx.us/aboutHHS/CivilRights.SHTML).

Upon request, a Grantee must provide the HHSC Civil Rights Office with copies of all the Grantee's civil rights policies and procedures. Grantees must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free (877) 432-7232
Fax: (512) 438-5885

A Grantee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Grantee's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Grantees must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

2.12 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Grant, if any, resulting from this Solicitation. Any awarded Grant is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Grant under this Solicitation at any time at its sole discretion.

There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent RFA.

ARTICLE 3. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	January 3, 2018
Respondent Conference Call (optional)	January 9, 2018, 10:00am, Central Time
Deadline for Submitting Questions	January 12, 2018, 5:00pm Central Time
Answers to Questions Posted	January 18, 2018
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	February 1, 2018, 2:00 pm, Central Time
Anticipated Contract Start Date	March 15, 2018

Note: These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the HHS Grant Opportunities Website. Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the HHS Grant Opportunities Website.

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

The System Agency reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the System Agency and will post such on the HHS Grant Opportunities Website. It is the responsibility of Respondent to periodically check the HHS Grant Opportunities Website to ensure full compliance with the requirements of this Solicitation.

3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in Section 3.4.1 as soon as possible so corrective addenda may be furnished to prospective Respondents.

3.4 INQUIRIES

3.4.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Point of Contact addressed to the person listed below. All communications between Respondents and other System Agency staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA.

Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.

Name: Vonda White, CTPM, CTCM
Title: Procurement Project Manager
Address: 1100 West 49th Street
Austin, TX 78756
MC 2020
Phone: 512-406-2540
Email: Vonda.white@hhsc.state.tx.us

3.4.2 Prohibited Communications

All communications between Respondents and other System Agency staff members concerning the Solicitation may not be relied upon and respondents should send all questions or other communications to the point-of contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.4.3 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in Section 3.4.1 above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- A. Identifying Solicitation number
- B. Section Number
- C. Paragraph Number
- D. Page Number
- E. Text of passage being questioned
- F. Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.1 above. However, the System Agency, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

3.4.4 Clarification request made by Respondent

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions.

3.4.5 Responses

Responses to questions or other written requests for clarification may be posted on the HHS Grants Opportunities Website. The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the HHS Grant Opportunities Website. It is Respondent's responsibility to check the HHS

Grants Opportunities Website or contact the Point of Contact for updated responses. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the System Agencies sole discretion.

3.4.6 Respondent Conference

HHSC will conduct an optional pre-submittal respondent conference call on January 9, 2018, at 10:00 a.m., Central Time. Respondents may call into the conference by dialing (877) 820-7831 and entering passcode 833908. The respondent conference call is optional.

3.5 SOLICITATION RESPONSE COMPOSITION

3.5.1 Generally

All Applications must be:

- Clearly legible;
- Sequentially page-numbered and include the respondents name at the top of each page;
- Organized in the sequence outlined in **Article 8** - Submission Checklist;
- In Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- Blank forms provided in the Attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- Correctly identified with the RFA number and submittal deadline;
- Responsive to all RFA requirements; and
- Signed by an authorized official in each place a signature is needed (copies must be signed but need not bear an original signature).

3.5.2 Submission in Separate Parts

1. Administrative Information, including all forms;
2. Project Proposal, including all forms;
3. Expenditure Proposal; and
4. Applicable Exhibits and Required Forms.

Paper documents (i.e. the original and all hard copies) must be separated by parts. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive).

The entire Solicitation Response – all separated paper documents and electronic copies – must then be submitted in one package to HHSC at the address listed in **Section 3.6.3**. The number of copies and directions for submitting an "Original" and "Copies" are outlined in **Article 8**.

3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.6.3** time-stamped by the System Agency no later than the date and time specified in **Section 3.1**.

3.6.2 Labeling

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

SOLICITATION NO.: HHS0000502

SOLICITATION NAME: RFA for Alternatives to Abortion

SOLICITATION RESPONSE DEADLINE: February 1, 2018, 2:00pm CT

ATTN: Vonda White

The System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the System Agency. It is Respondent's responsibility to mark appropriately and deliver the Solicitation Response to the System Agency by the specified date and time.

3.6.1 Delivery

Respondent must deliver Solicitation Responses by one of the methods below to the address noted. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will NOT be considered.

To be delivered by U.S. Postal Service, overnight or express mail, or hand delivery to:

HHSC Procurement and Contracting Services (PCS)
Bid Room
Attn: Vonda White
1100 W. 49th Street, MC 2020
Service Building (Building S)
Austin, Texas 78756

Note: All Solicitation Responses become the property of HHSC after submission and will not be returned to Respondent.

3.6.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**. The System Agency may request Solicitation Response Modifications at any time.

ARTICLE 4. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 GENERALLY

A three-step selection process will be used:

- A. Eligibility screening;
- B. Evaluation based upon specific selection criteria; and
- C. Final Selection based upon State priorities for the program.

4.2 ELIGIBILITY SCREENING

Applications will be reviewed for minimum qualifications and completeness. All complete applications meeting the minimum qualifications will move to the Evaluation stage.

4.3 EVALUATION

Applications will be evaluated and scored in accordance with the factors required below and other factors deemed relevant by HHSC.

4.3.1 Specific Selection Criteria

Grant applications shall be evaluated based upon:

- A. Project Work Plan; - 50%
- B. Project Cost; - 25%
- C. Previous experience with Grants and Contracts; - 15% and
- D. Fiscal Controls for the project - 10%

4.4 FINAL SELECTION

HHSC intends on making multiple awards. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Section 4.3**, a selection committee will look at all eligible applicants to determine which proposals should be awarded in order to most effectively accomplish state priorities.

HHSC will make all final funding decisions based on eligibility screening; evaluation based upon specific selection criteria; and final Selection based upon State priorities for the program and availability of funding.

4.5 NEGOTIATION AND AWARD

The specific dollar amount awarded to each successful Applicant will depend upon the merit and scope of the Application. Not all Applicants who are deemed eligible to receive funds are assured of receiving an award.

The negotiation phase will involve direct contact between the successful Applicant and HHSC representatives via phone and/or email. During negotiations, successful Applicants may expect:

- An in-depth discussion of the submitted proposal and budget; and
- Requests from HHSC for clarification or additional detail regarding submitted Application.

The final funding amount and the provisions of the contract will be determined at the sole discretion of HHSC.

Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or General Provisions, sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit G: Exception Form in this proposal and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the Applicant's proposal or at a later date.

4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the application process.

ARTICLE 5. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Utilizing Form H, provide a high-level overview of the Respondent's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant. The Executive Summary will be the cover for the Project Work Plan.

5.1.2 Project Work Plan

Utilizing the Program Forms provided, Respondents will describe the proposed services, processes, and methodologies for meeting all components described in **Article 2**, including the Respondent's approach to meeting the timeline and associated milestones. Respondent should identify all tasks to be performed, including all project activities, to take place during the grant funding period. Respondent will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article 2** requirements.

5.2 Fiscal Solvency

Applicant is to provide either copies of a Single Audit or audited financial statements for the past two years.

ARTICLE 6. REQUIRED RESPONDENT INFORMATION

6.1 ADMINISTRATIVE ENTITY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Solicitation Response requested in **Article 3**, Respondent must provide the following information:

6.2 LITIGATION AND CONTRACT HISTORY

Using **Form B**, respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures.

Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

List litigation history on **Form B**.

6.3 CONFLICTS

Using **Form B**, respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFA and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful respondent awarded a contract greater than \$1 million dollars, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful respondents.

6.4 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all of the following listed forms. Exhibits are listed following **Article 8**.

- A. Exhibit A, Affirmations and Solicitation Acceptance
- B. Exhibit B, Federal Assurances
- C. Exhibit E, Certification Regarding Lobbying
- D. Exhibit F, FFATA Attachments
- E. Exhibit G, Exceptions Form, if applicable

6.5 HUB

If a successful Respondent chooses to contract for goods and services using the funding awarded in this grant, HHSC encourages the Respondent to use HUBs to provide those goods and services where possible.

ARTICLE 7. GENERAL TERMS AND CONDITIONS

7.1 GENERAL CONDITIONS

7.1.1 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. The System Agency is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

7.1.2 Contract Responsibility

The System agency will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its contractors.

7.1.3 Public Information Act

Solicitation Responses are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Respondents who wish to protect portions of the Solicitation Response from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will be withheld or released only in accordance with the PIA.

7.1.4 News Releases

Prior to final award a respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact Identified in **Article 3**.

7.1.5 Websites and Program Materials

Any program materials, brochures, trainings, website content, or any other written content made available to clients or the public, under this program, by Grantee or their sub grantee(s) is subject to review and approval by HHSC.

7.1.6 Additional Information

By submitting a proposal, the Respondent grants HHSC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

ARTICLE 8. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

Original Solicitation Response Package

The Solicitation Package must include the "Original" Solicitation Response in **hard-copy** consisting of the four parts described in detail below, each under separate cover but packaged together and clearly labeled "Original" on each.

Please refer to the listing of Exhibits and Forms when compiling the response packet.

1. Administrative Information (Forms A through E)

- a. Form A: Face Page _____
- b. Form B: Entity Information and Contract Litigation History _____
- c. Form C: NonProfit Entity Board of Directors and Principal Officers _____
- d. Form D: Contact Person Information _____
- e. Form E: Organizational Financial Information and Internal Controls Questionnaire _____

2. Project Proposal Forms (Forms F through K)

- a. Form F: Texas Counties and Regions Served by Project _____
- b. Form G: Applicant Background _____
- c. Form G-1: Applicant Background Guidelines _____
- d. Form G-2: Applicant Background Checklist _____
- e. Form H: Project Work Plan _____
- f. Form I: Communication and Outreach Plan _____
- g. Form J: Clinic Site Readiness Checklist _____
- h. Form J-1: Clinic Sites and Hours _____
- i. Form K: Staff Development Plan _____
- j. Form K-1: Staff Development Training Calendar _____

3. Expenditure Proposal (template included)

- a. Form L: Budget Summary _____
- b. Form M: Budget Details Workbook _____
- c. Form N: Program Funding Request and Number of Unduplicated Clients _____

4. Applicable Exhibits (to be included in Solicitation Package)

- a. Exhibit A - Affirmations and Solicitation Acceptance _____
- b. Exhibit B - Federal Assurances _____
- c. Exhibit E - Certification Regarding Lobbying _____
- d. Exhibit F - FFATA Certification _____
- e. Exhibit G - Exceptions Form, if applicable _____

Copies of Solicitation Response Package

Respondent will provide the following number of **electronic** copies (all clearly labeled as "copy") in addition to the hard-copy "Original" Solicitation Response. Electronic copies must be submitted on a USB Drive and separated by folders.

- **1** Electronic copy of **Administrative Information**
- **1** Electronic copy of **Narrative Proposal**
- **1** Electronic copy of **Expenditure Proposal**
- **1** Electronic copy of **Applicable Exhibits**

PROGRAM FORMS

FORM A: FACE PAGE

*This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page is the cover page of the proposal and **must be completed in its entirety.***

Applicant Organization Information

Legal Name	Click here to enter text.
Legal Doing Business As (DBA) Name:	
Mailing Address Include street address, city, county and ZIP	Click here to enter text.
Physical Address <i>If different from Mailing Address</i> Include street address, city, county and ZIP	Click here to enter text.
Payee Name and Address <i>If different from Mailing & Physical Address</i> Include street address, city, county and ZIP	Click here to enter text.
Website For public use to access information about services	Click here to enter text.
Phone Number Include number clients contact to access services	Click here to enter text.
Federal Tax ID Number	Click here to enter text.
DUNS Number	Click here to enter text.
Type of Entity	<input type="checkbox"/> Nonprofit Organization

Project Information

Name of Project Contact This person will oversee the day-to-day duties of grant project	Click here to enter text.
Title of Project Contact	Click here to enter text.
Phone	Click here to enter text.
Email	Click here to enter text.
Name of Fiscal Contact This person will oversee grant expenditures and finances	Click here to enter text.
Title of Fiscal Contact	Click here to enter text.
Phone	Click here to enter text.
Email	Click here to enter text.
Name of Proposed Project	Click here to enter text.
Total Project Cost From Form L and M	Click here to enter text.
Funds Requested	\$ Click here to enter text.
Proposed Project Service Area by Region List Region served from Section 2.5.1	Click here to enter text.

FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY

*This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members, and/or principal officers. Applicant must respond to each request for information and **provide the required supplemental document behind this form.** If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening and/or evaluating proposals.

Identifying Information

1. The Applicant must attach the following information:

Nonprofit Entity complete Form B and C.

Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).

2. Is Applicant a nonprofit organization?

☐ **YES** ☐ **NO**

If YES, Applicant must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

- ☐ A copy of a currently valid IRS exemption certificate.
- ☐ A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the Applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- ☐ A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.
- ☐ Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the Applicant organization is a local nonprofit affiliate.

Conflict of Interest and Contract and Litigation History

The Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA.

Examples of potential conflicts include an existing or potential business or personal relationship **between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission, the Program Administrator, or any other entity or person involved in any way in any project that is the subject of this RFA.**

FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY
continued

Similarly, any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of the Health and Human Services Commission or the Program Administrator must be disclosed.

Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by HHSC that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

- 3. Does anyone in the Applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFA?**

☐ **YES** ☐ **NO**

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

- 4. Will any person who received compensation from Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?**

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

- 5. Will any provision of services or other performance under any contract that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?**

☐ **YES** ☐ **NO**

If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

- 6. Are any current or former employees of the Applicant current or former employees of HHSC (within the last 24 months)?**

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY
continued

- 7. Are any proposed personnel related to any current or former employees of HHSC?**

☐ YES ☐ NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

- 8. Has any member of Applicant's executive management, project management, governing board or principal officers been employed by HHSC 24 months prior to the proposal due date?**

☐ YES ☐ NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

- 9. If the Applicant is a private nonprofit organization, does the executive director or other staff serve as voting members on the organization's governing board?**

☐ YES ☐ NO

- 10. Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:**

- Delinquent on any state, federal or other debt;
 - Affiliated with an organization which is delinquent on any state, federal or other debt;
- or
- In default on an agreed repayment schedule with any funding organization?

☐ YES ☐ NO

If YES, please explain. (Attach no more than one additional page.)

- 11. Has the Applicant had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

☐ YES ☐ NO

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY
continued

12. Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?

☐ YES ☐ NO

If YES, please explain. (Attach no more than one additional page.)

13. Has Applicant had a grant/contract with HHSC within the past 24 months?

☐ YES ☐ NO

If YES, list the HHSC contract and attachment number(s):

HHSC Contract Number(s)

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

14. Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this may disqualify the Applicant.

Click here to enter text.

15. At its discretion, HHSC may require the Applicant to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Applicant or Community Collaborative member organization within the past two (2) years to provide mental health care services and treatment to veterans and their families. Applicant may elect to disclose this information as part of the application.

Click here to enter text.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM B SHOULD BE INSERTED HERE.

FORM C: NONPROFIT ENTITY
Board of Directors and Principal Officers

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).

Name: <u>Click here to enter text.</u> Title: <u>Click here to enter text.</u> Phone: <u>Click here</u> <u>Ext.</u> <u>Click here</u> Fax: <u>Click here to enter text.</u> Email: <u>Click here to enter text.</u>	Mailing Address (incl. street, city, county) <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u>
Name: <u>Click here to enter text.</u> Title: <u>Click here to enter text.</u> Phone: <u>Click here</u> <u>Ext.</u> <u>Click here</u> Fax: <u>Click here to enter text.</u> Email: <u>Click here to enter text.</u>	Mailing Address (incl. street, city, county) <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u>
Name: <u>Click here to enter text.</u> Title: <u>Click here to enter text.</u> Phone: <u>Click here</u> <u>Ext.</u> <u>Click here</u> Fax: <u>Click here to enter text.</u> Email: <u>Click here to enter text.</u>	Mailing Address (incl. street, city, county) <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u>
Name: <u>Click here to enter text.</u> Title: <u>Click here to enter text.</u> Phone: <u>Click here</u> <u>Ext.</u> <u>Click here</u> Fax: <u>Click here to enter text.</u> Email: <u>Click here to enter text.</u>	Mailing Address (incl. street, city, county) <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u>
Name: <u>Click here to enter text.</u> Title: <u>Click here to enter text.</u> Phone: <u>Click here</u> <u>Ext.</u> <u>Click here</u> Fax: <u>Click here to enter text.</u> Email: <u>Click here to enter text.</u>	Mailing Address (incl. street, city, county) <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u> <u>Click here to enter text.</u>

FORM D: CONTACT PERSON INFORMATION

**Legal Business Name
of Applicant:** _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Finance Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORM D: CONTACT PERSON INFORMATION - CONTINUED

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE

ORGANIZATION FINANCIAL INFORMATION (for nonprofit organizations only)

1. According to your organization's most recent audit or balance sheet, are the total current assets greater than the liabilities?
☐ YES ☐ NO

2. Is the total amount requested for this grant funding opportunity greater than 25% of your organization's current total annual budget?
☐ YES ☐ NO

ACCOUNTING

3. Briefly describe your organization's accounting system and accounting processes, including:
 - A. Is the accounting system computerized, manual, or a combination of both? If your accounting system is computerized, indicate the name of the financial software.
[Click here to enter text.](#)

 - B. How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger?
[Click here to enter text.](#)

 - C. Your expenditure reports will be due by the 20th of each month. (If the 20th falls on a Saturday, Sunday, or State of Texas holiday, expenditure reports are due the next business day.) To ensure that you submit expenditure reports timely, please respond to the following:

**FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL
CONTROLS QUESTIONNAIRE-continued**

- 1) By what date must Partner Organizations submit reimbursement requests to your agency (e.g., Partner Organizations must submit their reimbursement request, General Ledger report, and supporting documentation to us no later than the 10th of each month)?

[Click here to enter text.](#)

- 2) By what date do you close the General Ledger (e.g., GL is closed no later than the 10th of each month)?

[Click here to enter text.](#)

D. How are transactions organized, maintained, and summarized in financial reports?

[Click here to enter text.](#)

Answer each of the following questions with either a “YES”, “NO”, or "NOT APPLICABLE" by checking the respective box.

4. This grant program has adopted the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the State of Texas Uniform Grant Management Standards (UGMS) as the fiscal and administrative guidelines for this grant program. Is the staff who will be responsible for the financial management of your award familiar with these documents?

☐ YES ☐ NO

5. Does your organization have written accounting policies? Do your policies include policies on the procurement of goods/services?

☐ YES ☐ NO

6. Does your accounting system identify and segregate:

- Allowable and unallowable costs;
- Direct and indirect expenses;
- Grant costs and non-grant costs;
- The allocation of indirect costs?

☐ YES ☐ NO

**FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL
CONTROLS QUESTIONNAIRE**

7. If your organization has more than one State of Texas contract, does your accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each State of Texas contract?
- ☐ YES ☐ NO ☐ NOT APPLICABLE
8. Are individual cost elements in your organization's chart of accounts reconciled to the cost categories in the approved budget?
- ☐ YES ☐ NO
9. Are your accounting records supported by source documentation (invoices, receipts, approvals, receiving reports, canceled checks, etc.) and on file for easy retrieval?
- ☐ YES ☐ NO

Answer each of the following questions with either a "YES", "NO", or "NOT APPLICABLE" by checking the respective box

GENERAL ADMINISTRATION AND INTERNAL CONTROLS

1. Does your organization have written personnel policies?
- ☐ YES ☐ NO
2. Does your organization have written job descriptions with set salary levels for each employee?
- ☐ YES ☐ NO
3. UGMS requires that any staff paid from State grant funds, such as A2A grant funds, to keep a record of time and attendance. For staff funded 100% by the A2A grant, each staff person only needs to certify their time monthly. Both the employee and the employee's supervisor must sign the monthly certification of time worked.

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE

For staff who split their time between the A2A grant and other funding sources, staff will need to keep a time record that complies with the UGMS II(B)(11)(h)(5,7) which states that personnel activity reports or equivalent documentation must meet the following standards:

- a) They must reflect an after-the-fact distribution of the actual activity of each employee.
- b) They must account for the total activity, for which each employee is compensated.
- c) They must be prepared at least monthly and must coincide with one or more pay periods; and
- d) They must be signed by the employee and the supervisory official having first-hand knowledge of the work performed by the employee.

4. Does your organization maintain personnel activity reports that meet the above criteria?

☐ YES ☐ NO

5. Are payroll transaction posted after the receipt of approved time/attendance records and are payroll checks based on those time/attendance records?

☐ YES ☐ NO

Answer each of the following questions with either a "YES", "NO", or "NOT APPLICABLE" by checking the respective box

6. Is the employees' time/attendance record the basis of the calculation of wage costs recorded in the general ledger for each cost objective?

☐ YES ☐ NO

7. Are procedures in place to determine the allowability, allocability, and reasonableness of costs?

☐ YES ☐ NO

8. Has the grantee met the UGG procurement policies and procedures requirements?

☐ YES ☐ NO

**FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL
CONTROLS QUESTIONNAIRE**

9. Does the grantee allocate direct or indirect costs and use a cost allocation methodology?

☐ YES ☐ NO

10. Does the grantee have an approved Indirect cost Rate from a cognizant agency?

☐ YES ☐ NO

The Organizational Financial Information and Internal Controls Questionnaire must be signed by an authorized person who has completed the form or reviewed the form and can attest to the accuracy of the information provided.

Approved by:

Signature: _____

Date: [Click here to enter a date.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

F

FORM F: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the programs under this RFA by placing a check-mark or an X in the respective county(ies) box(es).

Counties	✓	R	Counties	✓	R	Counties	✓	R	Counties	✓	R	Counties	✓	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM G: APPLICANT BACKGROUND

**Legal Business Name
of Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G-1 – Applicant Background Guidelines.
3. Applicant's response must not exceed 18 pages.

FORM G-1: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO and Clinical/Program Director. If providing medical services, include the licensed Medical Director to practice medicine in Texas (including his/her State of Texas Medical License Number).
4. Describe Applicant's experience, knowledge, and expertise in providing A2A services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of Providers, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to Providers, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring Providers and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical Providers and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring Providers that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to Providers on data collection and submission, and data quality improvement.

FORM G-2: APPLICANT BACKGROUND CHECKLIST

Check Yes or No:

1. Program Administration and Management	Yes	No
Did you provide job descriptions that include specific duties for the key employees related to the A2A program? <ul style="list-style-type: none"> • Program Director • Clinicians • Eligibility, data collection, and billing staff 		
Do you have measures in place to adequately monitor funds in order to ensure the provision of A2A program Services to Clients throughout the entirety of the contract term?		
Do you have experience in administering women's health services (e.g., prevention, screening, and appropriate referral)?		
Is your agency a non-public entity that provides A2A services?		
2. Service Delivery		
Do you have staff available to determine eligibility?		
Do you provide A2A services to adolescents?		
3. Partnerships/Subcontracting		
Providers: Do you plan to use Providers or contractors for any of the required services?		
If yes, please list who are the Providers: Attached additional sheet if needed.		
Do you have experience developing, negotiating, and administering subcontracts with other organizations/providers to provide direct client services?		
Do you have experience providing budget development, management, and technical assistance to Providers?		
Do you have key staff that will provide training and technical assistance to Providers, including data collection and submission?		
Do you have key staff that will be responsible for monitoring Providers' programmatic performance, including professional and clinical services?		
Do you have key staff that will be responsible for monitoring Providers' fiscal performance?		
Do you have key staff that will be responsible for monitoring Providers' quality assurance/quality improvement?		
4. Data Collection and Billing Systems		
Do you have a billing system and/or process to submit Direct Client Services claims to HHSC?		

FORM H: PROJECT WORK PLAN
(Includes Executive Summary)

Legal Business

Name of Applicant: _____

1. Provide a one-page high-level summary describing the applicant's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant. (maximum 1 page).
2. Applicant must provide a narrative description of how it plans to achieve the A2A program's goals (maximum 18 pages). The narrative description, as referenced in Article 2 – Scope of Work, must include how the Applicant will meet the following requirements:
 - a. 2.1.0: Specified A2A Client Services
 - b. 2.5.0: Program Operation Services
 - c. 2.5.1: Network of Service Providers
 - d. 2.5.2: Statewide Counties and Benchmarks
 - e. 2.5.3: Provide Orientation and Training
 - f. 2.5.4: Program Monitoring
 - g. 2.5.5: Program Database
 - h. 2.6.0: Development of a work plan for client services, to include:
 - i. 2.6.1: Mentoring and Case Management
 - j. 2.6.2: Non-Medical Goods and Services
 - k. 2.6.3: Classes
 - l. 2.6.4: Employment Assistance and Professional Development
 - m. 2.6.5: Housing
 - n. 2.6.9 Decision Support Services
 - o. 2.7.1: Monthly Reports
 - p. 2.7.2: Annual Reports
3. Describe Applicant's plans to monitor its clinics or network of clinics. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
4. Applicant's response must not exceed 23 pages.

FORM I: COMMUNICATION AND OUTREACH PLAN

**Legal Business Name
of Applicant:** _____

Clinic sites where clients are served **must** develop and implement an annual plan to provide county education and program promotion to:

- Inform the public of its purpose and services;
- Enhance county understanding of its objectives;
- Disseminate HHSC healthcare services information for pregnant women to access healthcare
- Enlist county support; and
- Recruit potential clients for the A2A program.

The Communication and Outreach Plan must:

1. Describe Applicant's A2A program promotion/education/Outreach plan for the contract period March 1, 2018 through August 31, 2019.
2. Describe Applicant's county education/A2A program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the county.

Applicant must also attach a calendar of the proposed county education/A2A program promotion for the contract period (March 15, 2018 through August 31, 2019). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form I-1: Communication and Education Outreach Calendar**".

FORM J: ALTERNATIVES TO ABORTION PROGRAM CLINIC SITE READINESS CHECKLIST

Legal Business Name: _____

Clinic Name _____

Clinic Address _____

Complete one form for every clinic site that will provide A2A program Services funded through this RFA
Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	<input type="checkbox"/>	<input type="checkbox"/>
Is there adequate space for clinical and administrative staff?	<input type="checkbox"/>	<input type="checkbox"/>
Are the required HHSC healthcare services information available on-site?	<input type="checkbox"/>	<input type="checkbox"/>
Is there locked storage to protect confidential medical records, medications, and medical supplies?	<input type="checkbox"/>	<input type="checkbox"/>
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>
Is the clinic site geographically close to the target population?	<input type="checkbox"/>	<input type="checkbox"/>
Are the clinic site appointment hours convenient enough to meet the clients' needs?	<input type="checkbox"/>	<input type="checkbox"/>
Does the clinic site have clean exam rooms where services are delivered?	<input type="checkbox"/>	<input type="checkbox"/>
Does the clinic site have adequate space for Client intake?	<input type="checkbox"/>	<input type="checkbox"/>
Does the clinic site have adequate space for Clients to wait for their appointments?	<input type="checkbox"/>	<input type="checkbox"/>
Is there appropriate resources for and use of interpreter services and language translation?	<input type="checkbox"/>	<input type="checkbox"/>
Does the clinic site have financial management systems that include secure data storage?	<input type="checkbox"/>	<input type="checkbox"/>
Are there appropriate emergency policies, procedures, and supplies, as applicable?	<input type="checkbox"/>	<input type="checkbox"/>
If any of the above requirements are not currently in place, can they be in place by the contract award date?	<input type="checkbox"/>	<input type="checkbox"/>

If you marked No for any of the above please explain:

FORM J-1: ALTERNATIVES TO ABORTION PROGRAM CLINIC SITES AND HOURS

Legal Business Name: _____

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide A2A program services funded under this RFA.

Clinic Name:			
Street Address:			Suite:
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area <i>(counties to be served by this clinic site):</i>			
Contact Person:			
Provider Site:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Mobile Site:		<input type="checkbox"/> Yes	<input type="checkbox"/> No

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						

8.1

FORM K: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide A2A services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide A2A services.

FORM K-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name
of Applicant:** _____

Applicant must complete the calendar below listing all staff orientation, training, and in-service activities for March 1, 2018 through August 31, 2019, including training for volunteers, if applicable.

Applicant's staff development calendar must include:

1. Training twice annually on current A2A guidelines.
2. At least one training for front line staff on A2A program objectives, program eligibility, and services offered to ensure clear communication to clients on HHSC healthcare services available to pregnant women.
3. Training twice annually to staff on A2A eligibility screening and application procedures.

This form is provided as guidance. The Applicant may use their own form but the information below must be included in Applicant's form. Label Form K-1.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training

FORMS L & M: BUDGET SUMMARY AND DETAILS

Form L: Budget Summary

The workbook contains information to assist Applicant in developing its projected budget. Applicant must complete the attached A2A Budget workbook, instructions are included, on the tab labeled Budget Instructions, in the workbook

A total of no more than 10% can be administrative costs. These costs include indirect, salaries and fringe, travel, office supplies, equipment and other.

A minimum of 90% can be charged to direct client services. Included in these cost categories are contractual and client service supplies.

Grantees and sub grantees are required to participate in all HHSC mandated A2A program trainings. The Grantee may attend in person or participate remotely. In the event the Grantee would like to attend physically, they may include associated travel in their budget requests. A2A program trainings may include webinars, conference calls, and in-person trainings.

Form M: Budget Details Workbook

Using the instructions provided in the workbook complete the budget workbook. Entries will populate into the Budget Summary tab. Both an electronic submission of the budget workbook and printed pages are required in your response.



A2A Budget Summary
and Details Workbook

FORM N: ALTERNATIVES TO ABORTION PROGRAM FUNDING REQUEST AND PROPOSED NUMBER OF UNDUPLICATED CLIENTS

Legal Business Name: _____

THIS FORM MUST BE COMPLETED FOR EACH CLINIC SITE WHERE A CLIENT WILL RECEIVE SERVICES

Alternatives to Abortion (A2A) Grantees may seek reimbursement for project costs using the following methods:

- Grantees will be reimbursed using the Direct Client Services reimbursement method by submitting monthly claims to HHSC for direct clinical care services provided to Clients; and
- Grantees will be reimbursed for Administrative costs services by submitting monthly vouchers for expenses detailed in the administrative costs budget attached to a Grantee's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Direct Client Services reimbursement method. However, the administrative costs amount requested may not exceed 10% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Direct Client Services Amount	
Cost Reimbursement Amount	
Total Amount	

The number of Unduplicated Clients an Applicant intends to serve through the A2A program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this RFA. This number is the estimated total number of Unduplicated Clients to whom the Applicant will provide services at the proposed clinic sites. Use the following average cost per Client OR submit an explanation of the average used by the agency: **\$373.00**.

Enter the estimated number of Unduplicated Clients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	Proposed Number of Unduplicated Clients
March 15, 2018 – August 31, 2018 -- FY'18	
September 1, 2018 – August 31, 2019 -- FY'19	
Total Number	

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of \$373.

EXHIBITS

EXHIBIT A: AFFIRMATIONS AND SOLICIATIONS ACCEPTANCE

**Legal Business Name
of Applicant:** _____

Every clinic funded under this procurement must complete this certification. This certification pertains to the following billing or performing provider:

Provider Name _____

Provider's primary billing address:

Street Address _____

Street Address City/State/Zip Code _____

Telephone Number _____

Provider's primary physical address:

Street Address _____

Street Address City/State/Zip Code _____

Telephone Number _____

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

1. common ownership, management, or control;
2. a franchise; or
3. the granting or extension of a license or other agreement that authorizes the Affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Elective Abortion" does not include an abortion procedure that is reimbursable under the State's Medicaid program.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider; furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being

completed on behalf of an organizational provider, the word “I” is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization’s Providers or contractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization’s Providers or contractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. None of the funds that I, or any of my organization’s subcontractors, receive for performing HTW services are used to pay the direct or indirect costs (including marketing, overhead, rent, phones and utilities) of Elective Abortion procedures provided by contractors of the Health and Human Services Commission (HHSC).
☐ I affirm that this statement is true and correct.
4. None of the funds that I, or any my organization’s subcontractors, receive for performing HTW services are distributed to individuals or entities that perform Elective Abortion procedures or that contract with or provide funds to individuals or entities for the performance of Elective Abortion procedures.
☐ I affirm that this statement is true and correct.
5. (For all organizational providers **EXCEPT** hospitals licensed under Chapter 241, Health & Safety Code; state hospitals; State-owned teaching hospitals; teaching hospitals; residency programs accredited for medical education; or offices exempt under Section 254.004(2), Health and Safety Code) None of the funds that I, or any of my organization’s subcontractors, receive from the State of Texas are distributed to any individual or entity that performs Elective Abortion procedures or to an Affiliate of any individual or entity that performs Elective Abortion procedures.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the A2A Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, “HHSC”) will deny any claims I submit for A2A services.
- If, after I submit this signed certification, I, or any of my organization’s Providers or contractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization’s Providers or contractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization’s Providers or contractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the A2A Program and HHSC will deny any claims I submit for A2A services.
- If, while participating in the A2A Program, I, or any of my organization’s Providers or contractors, perform or Promote an Elective Abortion, I will be disqualified from the A2A Program, including any A2A contracts, and HHSC will deny any claims I submit for A2A services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the A2A Program, HHSC may place a payment hold on claims submitted by me or my organization for A2A services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the A2A Program:
 - a) HHSC may recoup A2A funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all A2A claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the A2A Program until I comply with the above program requirements.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the A2A Program.

I also understand that, to enable HHSC to verify my or my organization’s eligibility to participate in the A2A Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked “true,” indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 08/31/2018

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your A2A certification:

☐ Terminate A2A certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B: FEDERAL ASSURANCES

[View Burden Statement](#)

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	TITLE <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	DATE SUBMITTED <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

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EXHIBIT C: HHSC UNIFORM TERMS AND CONDITIONS VERSION 2.15

HHSC Uniform Terms and Conditions Version 2.15

Published and Effective: September 1, 2017

Responsible Office: Chief Counsel



TEXAS
Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.15

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“[Program](#)” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Contract.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Statement of Work](#)” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation or "RFA"](#)” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“[Solicitation Response](#)” or “[Application](#)” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 INTERPRETIVE PROVISIONS

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.

- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the

Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the

System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds

awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 SUBMISSION OF AUDIT

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. *Requiring the Grantee to take specific corrective actions in order to remain in compliance*

with term of the Contract;

- c. Recouping payments made to the Grantee found to be in error;*
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;*
- e. Imposing any other remedies authorized under this Contract; and*
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under

this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL**

**OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
OR**

- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or

h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office

701 W. 51st Street, Mail Code W206

Austin, Texas 78751

Phone Toll Free: (888) 388-6332

Phone: (512) 438-4313

TTY Toll Free: (877) 432-7232

Fax: (512) 438-5885.

EXHIBIT D: HHSC SPECIAL CONDITIONS VERSION 1.1



TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions
Version 1.1

Grantee Uniform Terms and Conditions

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version 2.14

ARTICLE 1. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Grantee Agents” means Grantee’s representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Item of Noncompliance” means Grantee’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 0 of these Special Conditions.

“Confidential System Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Software” means all operating system and applications software used or created by Grantee to perform the work under the Contract.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

“UTC” means HHSC’s Uniform Terms and Conditions –Grantee- Version 2.15

ARTICLE 2. GRANTEES PERSONNEL

Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC’s policies, and HHSC’s requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC’s election, take appropriate action that may include removing the Grantee Agent from performing the Project.

ARTICLE 3. CONFIDENTIALITY

Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE 4. MISCELLANEOUS PROVISIONS

Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval

of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <div></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <div></div>	* First Name: <div></div> Middle Name: <div></div>
* Last Name: <div></div>	Suffix: <div></div>
* Title: <div></div>	
* SIGNATURE: <div></div>	* DATE: <div></div>

EXHIBIT F: FFATA GUIDANCE



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Date

CHARLES SMITH
EXECUTIVE COMMISSIONER

Contact Name
Contractor Name
Address
City, Texas Zip Code

RE: Federal Funding Accountability and Transparency Act Reporting Guidance

Dear :

This letter provides background information for the new Federal Funding Accountability and Transparency Act (FFATA) requirements and to request the information from you as a contractor/awardee of federal funding. The required information to be submitted is summarized at the bottom of this letter.

The White House Office of Management and Budget (OMB) recently issued additional guidance regarding the FFATA reporting requirement which took effect on October 1, 2010. This law, passed in 2006, and amended in 2008, requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The following information applies.

- Sub-recipient contract awards equal to or greater than \$25,000 must be reported if they were awarded on or after October 1, 2010.
- **Prime awardees** (those agencies or entities receiving funds *directly* from the federal government) must report certain information regarding those funds.
- Compensation of the top five executives within an organization must be reported as well, if certain criteria apply.
- Grant information reported for American Recovery and Reinvestment Act (ARRA) grants is not required to be reported in the FFATA Subaward Reporting System (FSRS).

The purpose of this letter is to inform you that the Health and Human Services Commission (HHSC) is the prime awardee for most of the federal awards that you receive from HHSC. As a result, HHSC is responsible for reporting sub-award information to the federal government.

Unlike ARRA, prime recipients like HHSC must enter the sub-award data themselves and do not have the option of coordinating with sub-recipients to enter the relevant information.

However, sub-recipients must provide HHSC with all required information to accurately report on the FSRs website. OMB guidance outlines the sub-award and compensation reporting requirements for sub-recipient contracts equal to or greater than \$25,000 awarded on or after October 1, 2010. If a new award is initially below \$25,000 but subsequent contract modifications result in a total award equal to or greater than \$25,000, the award will be subject to FFATA reporting requirements as of the date the award exceeds \$25,000.

You are receiving this letter because our records identify you as a sub-recipient under an HHSC contract award. In our efforts to comply with the reporting requirements under FFATA, HHSC is asking that you provide certification regarding the applicability of the following criteria to your organization using Attachment B (FFATA Certification Form CPP0443).

If you should meet the requirements HHSC will need the compensation and names of the entity's top five highly compensated officers/senior executives, if applicable, on the attached FFATA Reporting Template – to be submitted in the form of the Excel document.

Additionally, HHSC is responsible for first-tier sub-award reporting, which includes sub-recipient entity information, sub-award description/title, and date of award.

FFATA and subsequent rules published by the White House OMB require that sub-recipients have a Data Universal Numbering System (DUNS) Number to receive federal funds of any type. If you have not already done so, you must register your organization for a DUNS Number and provide that to HHSC. Instructions to complete these are included in this letter as Attachment A (How to Request or Verify a DUNS Number). **If you have multiple contracts with HHSC, only one certification per State fiscal year is required.**

Summary of Information Requested:

- 1) Complete and return the FFATA Certification Form (Attachment B);**
- 2) As applicable, register your organization for a DUNS Number (Attachment A); and**
- 3) Complete and return the FFATA Reporting Template (Attachment C) – as an Excel spreadsheet**

The required FFATA Certification Form and the FFATA Reporting Template must be completed and returned to HHSC with the respondents proposal by the due date and time listed in Section 3. If you have any questions regarding this correspondence, please contact Vonda White of Procurement and Contracting Services by e-mail at Vonda.white@hhsc.state.tx.us.

Enclosures: Attachment A: How to Request or Verify a DUNS Number
Attachment B: FFATA Certification Form
Attachment C: FFATA Reporting Instructions/Template

Attachment A

How to Request or Verify a DUNS Number

Most entities receiving federal funds already have a DUNS number and may even have several DUNS Numbers. HHSC must use the primary DUNS Number assigned to the entity when reporting FFATA obligations and expenditures. If your organization has multiple DUNS Numbers, the primary DUNS Number will usually be the first number listed. Go to <http://www.dnb.com/us/> to request a DUNS Number or to verify the primary DUNS Number for your organization. Obtaining a DUNS Number is free of charge.

Requesting a DUNS Number

- 1) To verify an existing DUNS Number or to request a new DUNS Number, go to the Dun & Bradstreet website at <http://fedgov.dnb.com/webform/displayHomePage.do>. You can also call 1-866-705-5711 to request a DUNS number over the phone.
- 2) You will need the following information to obtain a DUNS number:
 - a. Legal name of organization;
 - b. Doing business as (DBA) or other name by which your organization is commonly known or recognized;
 - c. Headquarters name and organization address;
 - d. Name of Chief Executive Officer (CEO)/organization owner;
 - e. Business structure of the organization (corporation, partnership, proprietorship);
 - f. Year the organization started;
 - g. Primary type of business; and,
 - h. Total number of employees (full and part time).

Please be advised that HHSC does not have the technical expertise to assist contractors in applying for a DUNS Number. All questions regarding the DUNS Number should be directed to Dun & Bradstreet.

Central Contractor Registration

Both current and potential federal government registrants are required to register in CCR in order to be awarded contracts by the federal government. Registrants are required to complete a one-time registration and must update or renew their registrations at least once per year to maintain an active status. To register and get additional information, go to www.ccr.gov.

The use of DUNS+4 Numbers to identify registrants is limited to identifying different CCR records for the same registrant at the same physical location. The +4 extension to a DUNS number is created by registrants in CCR when there is a need for more than one bank/Electronic Funds Transfer (EFT) account for a location. Go to the [CCR User's Guide](#) for additional information.

Attachment B

Texas Health and Human Services Commission Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If the HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

☐ Yes - skip questions A, B, and C and continue to section D.

☐ No - answer questions A and B.

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes

☐ No – skip question C.

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

☐ Yes

☐ No – skip question C.

If your answer is Yes to both questions A and B, you must answer question C.

If you answer is No to either question A or B, skip question C and continue to section D.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☐ No - provide the names and total compensation of the top five highly compensated officers/senior executives using the attached FFATA Reporting Template.

D. Signatures

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Signature of Authorized Representative	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Legal Name of Contractor	
Date	
DUNS Number	Applicable HHSC Contract Number(s) [List all contract numbers in the cell above]

Attachment C

FFATA Reporting Instructions/Template



FFATA Reporting
Template.xls

EXHIBIT G: EXCEPTIONS (NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS. SEE SECTION 4.5)

No exception -- nor any term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation -- will be considered to be a part of any contract resulting from this Solicitation unless expressly made a part of the contract in writing by the System Agency.

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken	Basis of Exception	Respondent's Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State "Yes" or "No")